

RIDER TO MASTER PROOF OF CLAIM

In re Ashburn Campus, LLC, Case No. 09-37018

PNC Bank, National Association (“PNC”), files this Proof of Claim in its capacity as Administrative and Collateral Agent for the Banks (defined below) pursuant to the protocol set forth in that Order Granting Joint Motion to Establish Protocol Under Federal Rules of Bankruptcy Procedure 3001 and 2019 for Filing Proofs of Claim entered on or about February 8, 2010 (“**Claims Protocol Order**”), and in its capacity as the holder of the Cross Tri-Party Agreement dated as of May 31, 2007, described in more detail below:

CONCORD CAMPUS, LP (“**Debtor Landowner**”) is indebted to Abington Bank, Citizens Bank of Pennsylvania, First National Bank of Pennsylvania, Successor In Interest to The Legacy Bank, Manufacturers and Traders Trust Company, Manufacturers and Traders Trust Company, Successor by Merger to Provident Bank of Maryland, National Penn Bank, PNC Bank, National Association, Successor to Mercantile-Safe Deposit and Trust Company, Sandy Spring Bank, Univest National Bank and Trust Co., and Wachovia Bank, National Association, each in its capacity as a Lender, (each a “**Lender**” and collectively, “**Lenders**”), PNC Bank, National Association, successor to Mercantile-Safe Deposit and Trust Company in its capacity as issuer of letters of credit (in such capacity, “**LC Issuer**”), and PNC Bank, National Association, Successor to Mercantile-Safe Deposit and Trust Company, in its capacity as Collateral and Administrative Agent for the Lenders and the LC Issuer (“**Administrative Agent**,” and together with the Lenders, and the LC Issuer, collectively, “**Banks**”), under and/or in connection with a credit facility providing for revolving loans and issuance of letters of credit (“**Construction Loan**”) that the Lenders extended in order to acquire and construct the Maris Grove Campus (the “**Campus**”) as evidenced by, among other things, Amended and Restated Revolving Loan Notes each dated November 1, 2005, in the aggregate principle sum of \$70,000,000 (collectively, the “**Construction Note**”). The obligations in connection with the Construction Loan are secured by, among other things, the Campus pursuant to the Open-End Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of August 30, 2005 by Debtor Landowner to the Administrative Agent for the Lenders and LC Issuer, recorded among the Land Records of Delaware County, Pennsylvania as instrument no. 2005083966 in RD Book 03586, page 2069 (the “**Construction Mortgage**”), as set forth more fully the Proofs of Claim filed by the Administrative Agent in the bankruptcy cases of the Debtor Landowner in connection with the Construction Loan, accompanied by the Exhibits contained in that CD-ROM labeled “Exhibit CD Related to Various Proofs of Claim Concord Campus/Maris Grove Project” (the “**Construction Loan CD**”). The Construction Note, Construction Mortgage, and all documents executed in connection therewith shall be referred to as the “**Construction Loan Documents**.”

This Proof of Claim is submitted under and in connection with the rights of the Administrative Agent on behalf of the Banks under the Cross Tri-Party Agreement dated as of May 31, 2007 (the “**Cross Tri-Party Agreement**”) among Strategic Ashby Ponds Lender, LLC (“**Strategic Ashby Ponds**”), Debtor Landowner, the Administrative Agent for the Lenders, and the LC Issuer is recorded among the Land Records of Delaware County, Pennsylvania as Instrument No. 2007053485 in Record Book 04129, Page 0275. The Cross Tri-Party Agreement is provided on the Construction Loan CD as Exhibit 20.

As further set forth in the Cross Tri-Party Agreement, the Debtor Landowner entered into the "Concord Ground Lease Transaction" as such term is defined in the Cross Tri-Party Agreement, between Concord and Strategic Ashby Ponds. In connection with the Concord Ground Lease Transaction and as security therefore, among other things, Ashburn Campus, LLC ("**Ashburn**"), an affiliate of Debtor Landowner and the Debtor in the Bankruptcy Case styled *In re Ashburn Campus, LLC*, Case No. 09-37018 ("**Ashburn Bankruptcy Case**"), granted to Strategic Ashby Ponds the Indemnity Deed Of Trust, Assignment Of Rents And Leases, Security Agreement, And Fixture Filing between Strategic Ashby Ponds and Debtor Landowner dated May 31, 2007 ("**Strategic Deed of Trust**") recorded among the Land Records of Loudoun County, Virginia as Instrument No. 20070612-0044116. The Strategic Deed of Trust encumbers the same land encumbered by the Construction Deed of Trust. The Strategic Deed of Trust is provided as Exhibit 19 contained in the CD-ROM labeled "Exhibit CD Related to Various Proofs of Claim of Ashburn/Ashby Ponds Project" accompanying the Proof of Claim filed by the respective Administrative Agent in the Ashburn Bankruptcy Case (the "**Ashburn Construction Loan CD**").

Ashburn and Strategic Ashby Ponds entered into the "Ashburn Junior Loan Agreement" (as such term is defined in the Cross Tri-Party Agreement) pursuant to which Strategic Ashby Ponds made the "Ashburn Junior Loan" (as such term is defined in the Cross Tri-Party Agreement). In connection with the Ashburn Junior Loan and as security therefore, Debtor Landowner granted to Strategic Ashby Ponds the Leasehold Mortgage, Assignment Of Rents And Leases, Security Agreement, And Fixture Filing dated May 31, 2007 ("**Concord Junior Mortgage**") and recorded among the Land Records of Delaware County, Pennsylvania as Instrument No. 2007053484 in RD book 04129, page 0216. A copy of the Concord Junior Mortgage is provided as Exhibit 20 contained in the Construction Loan CD.

The Concord Ground Lease Transaction and the Ashburn Junior Loan are referred to herein and further described and defined in the Cross Tri-Party Agreement as the "**Cross Transactions**". As a condition precedent to obtaining the consents of the Administrative Agent to the Cross Transactions, the Administrative Agent required the execution and delivery of the Cross Tri-Party Agreement.

By filing this Proof of Claim, the Administrative Agent, on behalf of the Banks, hereby preserves all right, title and interest of the Banks pursuant to, and described in and evidenced by, and all claims against Strategic Ashby Ponds under the Cross Tri-Party Agreement, *inter alia*, subordinating all of the obligations of payment and performance owed to Strategic Ashby Ponds by Debtor Landowner to the obligations owed by Debtor Landowner to the Banks under the Construction Loan Documents, and the mortgages, security interests, pledges, assignments, and other liens held by Strategic Ashby Ponds in and to the assets and property of the Debtor Landowner to the liens held by the Administrative Agent for the benefit of the Lenders and LC Issuer under the Construction Loan Documents, and under the first-priority duly perfected security interests in and to all of Strategic Ashby Ponds' right, title, and interest under the Concord Junior Mortgage, the Guaranty Agreement between Strategic Ashby Ponds and the Debtor Landowner dated May 31, 2007, as further described in the Cross Tri-Party Agreement and in the UCC-1 Financing Statement filed against Strategic Ashby Ponds, as debtor, in favor of the Administrative Agent, as secured party, recorded among the financing statement records of the Delaware Secretary of State as filing no. 2007-2196680 (together with the Cross Tri-Party

Agreement, collectively “**Strategic Ashby Ponds Tri-Party Documents**”). Copies of the Strategic Ashby Ponds Tri-Party Documents (as further described in the Construction Loan Claim) are provided on the Construction Loan CD as Exhibit 20.

The Administrative Agent on behalf of the Banks, under the Strategic Ashby Ponds Tri-Party Documents, hereby claims all amounts owed by Debtor Landowner to Strategic Ashby Ponds.

Prior to October 19, 2009 (the “**Petition Date**”), Debtor Landowner defaulted on its payment obligations to the Banks under the terms and conditions of the Construction Loan Documents. As of Petition Date, the amounts owed to each Bank under the Construction Loan Documents, exclusive of attorneys’ fees and expenses, were not less than the following:

1. Abington Bank

Principal:	\$4,601,588.95
Interest:	\$ 34,013.79
Late Charges:	\$ 1,067.93
Forbearance Fees:	\$ 99,702.45
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 3,800.06
(Counsel for Abington Bank):	\$ 850.00
Professional Fees (non-legal):	\$ 6,372.23
Lien Searches:	\$ 145.42
Title Check Expenses:	\$ 101.48
<u>Outstanding Letters of Credit:</u>	<u>\$ 6,975.98</u>
Total (as of Petition Date):	<u>\$4,754,618.29</u>

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])
(Per diem interest as of Petition Date = \$703.02)*

2. Citizens Bank of Pennsylvania

Principal:	\$ 6,442,234.69
Interest:	\$ 47,619.39
Late Charges:	\$ 1,495.10
Forbearance Fees:	\$ 139,583.65
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 5,320.09
(Counsel for Citizens Bank of PA):	\$ 3,753.75
Professional Fees (non-legal):	\$ 8,921.14
Lien Searches:	\$ 203.59
Title Check Expenses:	\$ 142.08
<u>Outstanding Letters of Credit:</u>	<u>\$ 9,766.38</u>
Total (as of Petition Date):	<u>\$ 6,659,039.86</u>

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])
(Per diem interest as of Petition Date = \$984.23)*

3. First National Bank of Pennsylvania, Successor In Interest to The Legacy Bank

Principal:	\$ 1,840,636.24
Interest:	\$ 13,605.53
Late Charges:	\$ 427.17
Forbearance Fees:	\$ 39,881.00
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 1,520.02
(Counsel for First Nat'l Bank of PA):	\$ 11,255.00
Professional Fees (non-legal):	\$ 2,548.89
Lien Searches:	\$ 58.17
Title Check Expenses:	\$ 40.59
<u>Outstanding Letters of Credit:</u>	<u>\$ 2,790.39</u>

Total (as of Petition Date): **\$ 1,912,763.00**

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])
(Per diem interest as of Petition Date = \$281.21)

4. Manufacturers and Traders Trust Company

Principal:	\$ 9,203,190.23
Interest:	\$ 68,027.69
Late Charges:	\$ 2,135.86
Forbearance Fees:	\$ 199,405.17
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 7,600.13
(Counsel for M&T Bank):	\$
Professional Fees (non-legal):	\$ 12,744.48
Lien Searches:	\$ 290.85
Title Check Expenses:	\$ 202.97
<u>Outstanding Letters of Credit:</u>	<u>\$ 13,951.96</u>

Total (as of Petition Date): **\$ 9,507,549.34**

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])
(Per diem interest as of Petition Date = \$1,406.04)

5. Manufacturers and Traders Trust Company, Successor by Merger to Provident Bank of Maryland

Principal:	\$ 4,601,596.78
Interest:	\$ 34,013.86
Late Charges:	\$ 1,067.93
Forbearance Fees:	\$ 99,702.62
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 3,800.07
(Counsel for M&T Bank/Provident):	\$ _____
Professional Fees (non-legal):	\$ 6,372.24
Lien Searches:	\$ 145.42
Title Check Expenses:	\$ 101.48
<u>Outstanding Letters of Credit:</u>	<u>\$ 6,975.98</u>
Total (as of Petition Date):	<u>\$ 4,753,776.38</u>

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])
(Per diem interest as of Petition Date = \$703.02)*

6. National Penn Bank

Principal:	\$ 2,760,955.05
Interest:	\$ 20,408.28
Late Charges:	\$ 640.76
Forbearance Fees:	\$ 59,821.51
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 2,280.04
(Counsel for National Penn Bank):	\$ _____
Professional Fees (non-legal):	\$ 3,823.34
Lien Searches:	\$ 87.25
Title Check Expenses:	\$ 60.89
<u>Outstanding Letters of Credit:</u>	<u>\$ 4,185.59</u>
Total (as of Petition Date):	<u>\$ 2,852,262.71</u>

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])
(Per diem interest as of Petition Date = \$421.81)*

7. PNC Bank, National Association, Successor to Mercantile-Safe Deposit and Trust Company

Principal:	\$ 9,396,096.25
Interest:	\$ 69,441.05
Late Charges:	\$ 2,180.63
Forbearance Fees:	\$ 203,584.86
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 7,759.43
(Counsel for PNC Bank, N.A.):	\$ _____
Professional Fees (non-legal):	\$ 13,011.61
Lien Searches:	\$ 296.94
Title Check Expenses:	\$ 207.22
Outstanding Letters of Credit:	\$ 13,951.97
Letter of Credit Issuance Fee	\$ 225.00
<u>Letter of Credit Fees</u>	<u>\$ 61.74</u>

Total (as of Petition Date): **\$ 9,706,816.70**

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])

(Per diem interest as of Petition Date = \$1,435.51)

(Per diem LC Fee as of Petition Date = \$3.79)

8. Sandy Spring Bank

Principal:	\$ 9,202,461.96
Interest:	\$ 68,022.35
Late Charges:	\$ 2,135.69
Forbearance Fees:	\$ 199,389.39
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 7,599.53
(Counsel for Sandy Spring Bank):	\$ _____
Professional Fees (non-legal):	\$ 12,743.47
Lien Searches:	\$ 290.82
Title Check Expenses:	\$ 202.95
<u>Outstanding Letters of Credit:</u>	<u>\$ 13,951.96</u>

Total (as of Petition Date): **\$ 9,506,798.12**

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])

(Per diem interest as of Petition Date = \$1,405.93)

9. Univest National Bank and Trust Co.

Principal:	\$ 7,362,553.27
Interest:	\$ 54,422.16
Late Charges:	\$ 1,708.69
Forbearance Fees:	\$ 159,524.16
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 6,080.10
(Counsel for Univest Nat'l Bank):	\$ 4,985.50
Professional Fees (non-legal):	\$ 10,195.58
Lien Searches:	\$ 232.68
Title Check Expenses:	\$ 162.37
<u>Outstanding Letters of Credit:</u>	<u>\$ 11,161.56</u>
Total (as of Petition Date):	<u>\$ 7,611,026.07</u>

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])
(Per diem interest as of Petition Date = \$1,124.83)

10. Wachovia Bank, National Association

Principal:	\$ 9,203,190.23
Interest:	\$ 68,027.68
Late Charges:	\$ 2,135.86
Forbearance Fees:	\$ 199,405.17
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 7,600.13
(Counsel for Wachovia Bank, N.A.):	\$ 2,450.00
Professional Fees (non-legal):	\$ 12,744.48
Lien Searches:	\$ 290.85
Title Check Expenses:	\$ 202.97
<u>Outstanding Letters of Credit:</u>	<u>\$ 13,951.96</u>
Total (as of Petition Date):	<u>\$ 9,509,999.33</u>

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])
(Per diem interest as of Petition Date = \$1,406.04)

As of the Petition Date, the total aggregate amounts owed to the Banks under the Loan Documents, exclusive of attorneys' fees and expenses, were not less than the following:

Principal:	\$ 64,614,503.65
Interest:	\$ 477,601.78
Late charges:	\$ 14,995.60
Forbearance fees:	\$ 1,400,000.00
Legal fees and expenses	
(Counsel for Administrative Agent):	\$ 53,359.59
(Counsel for Other Lenders):	\$ 23,294.25
Professional Fees (non-legal):	\$ 89,477.46
Lien Searches:	\$ 2,042.00
Title Check Expenses:	\$ 1,425.00
Outstanding Letters of Credit:	\$ 97,663.73
Letter of Credit Fees:	\$ 286.74
Total (as of Petition Date):	<u>\$ 66,774,649.80</u>

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])

(Per diem interest as of Petition Date = \$9,871.66)

(Per diem LC Fee as of Petition Date = \$3.79)

As of December 31, 2009, additional amounts owed to each Bank under Loan Documents, were not less than the following:

1. Abington Bank

Interest:	\$ 51,320.50
Late Charges:	\$ 2,144.21
Fixed Facility Fee:	\$ 12,462.81
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 7,067.88
(Counsel for Abington Bank):	\$ 13,347.28
Professional Fees (non-legal):	\$ 4,501.35
Appraisal Fees:	\$ 1,281.89
Other Fees and Expenses:	\$
Total (10/19/09 – 12/31/09):	<u>\$ 92,125.92</u>

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])

(Per diem interest as of Petition Date = \$703.02)

2. Citizens Bank of Pennsylvania

Interest:	\$ 71,848.81
Late Charges:	\$ 3,001.90
Fixed Facility Fee:	\$ 17,447.96
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 9,895.04
(Counsel for Citizens Bank of PA):	\$ 4,967.39
Professional Fees (non-legal):	\$ 6,301.89
Appraisal Fees:	\$ 1,794.65
Other Fees and Expenses:	\$
Total (10/19/09 – 12/31/09):	<u>\$115,257.64</u>

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])
(Per diem interest as of Petition Date = \$984.23)

3. First National Bank of Pennsylvania, Successor In Interest to The Legacy Bank

Interest:	\$20,528.21
Late Charges:	\$ 857.69
Fixed Facility Fee:	\$ 4,985.12
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 2,827.15
(Counsel for First Nat'l Bank of PA):	\$
Professional Fees (non-legal):	\$ 1,800.54
Appraisal Fees:	\$ 512.76
Other Fees and Expenses:	\$
Total (10/19/09 – 12/31/09):	<u>\$31,511.47</u>

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])
(Per diem interest as of Petition Date = \$281.21)

4. Manufacturers and Traders Trust Company

Interest:	\$ 102,641.13
Late Charges:	\$ 4,288.43
Fixed Facility Fee:	\$ 24,925.65
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 14,135.77
(Counsel for M&T Bank):	\$
Professional Fees (non-legal):	\$ 9,002.70
Appraisal Fees:	\$ 2,563.78
Other Fees and Expenses:	\$
Total (10/19/09 – 12/31/09):	<u>\$ 157,557.46</u>

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])
(Per diem interest as of Petition Date = \$1,406.04)

5. Manufacturers and Traders Trust Company, Successor by Merger to Provident Bank of Maryland

Interest:	\$ 51,320.58
Late Charges:	\$ 2,144.22
Fixed Facility Fee:	\$ 12,462.83
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 7,067.89
(Counsel for M&T Bank/Provident):	\$ _____
Professional Fees (non-legal):	\$ 4,501.35
Appraisal Fees:	\$ 1,281.89
Other Fees and Expenses:	\$ _____
Total (10/19/09 – 12/31/09):	<u>\$ 78,778.76</u>

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])
(Per diem interest as of Petition Date = \$703.02)*

6. National Penn Bank

Interest:	\$ 30,792.32
Late Charges:	\$ 1,286.53
Fixed Facility Fee:	\$ 7,477.69
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 4,240.73
(Counsel for National Penn Bank):	\$ _____
Professional Fees (non-legal):	\$ 2,700.81
Appraisal Fees:	\$ 769.13
Other Fees and Expenses:	\$ _____
Total (10/19/09 – 12/31/09):	<u>\$ 47,267.21</u>

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])
(Per diem interest as of Petition Date = \$421.81)*

7. PNC Bank, National Association, Successor to Mercantile-Safe Deposit and Trust Company

Interest:	\$ 104,792.57
Late Charges:	\$ 4,378.32
Fixed Facility Fee:	\$ 25,448.11
Fixed Agent Fee:	\$ 175,000.00
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 14,432.07
(Counsel for PNC Bank, N.A.):	\$
Professional Fees (non-legal):	\$ 9,191.41
Appraisal Fees:	\$ 2,617.52
Other Fees and Expenses:	\$
<u>Letter of Credit Fees:</u>	<u>\$ 160.29</u>
Total (10/19/09 – 12/31/09):	<u>\$ 336,020.29</u>

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])

(Per diem interest as of Petition Date = \$1,435.51)

(Per diem LC Fee as of Petition Date = \$3.79)

8. Sandy Spring Bank

Interest:	\$ 102,633.01
Late Charges:	\$ 4,288.09
Fixed Facility Fee:	\$ 24,923.67
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 14,134.65
(Counsel for Sandy Spring Bank):	\$
Professional Fees (non-legal):	\$ 9,001.99
Appraisal Fees:	\$ 2,563.58
Other Fees and Expenses:	\$
Total (10/19/09 – 12/31/09):	<u>\$ 157,544.99</u>

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])

(Per diem interest as of Petition Date = \$1,405.93)

9. Univest National Bank and Trust Co.

Interest:	\$ 82,112.92
Late Charges:	\$ 3,430.75
Fixed Facility Fee:	\$ 19,940.52
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 11,308.62
(Counsel for Univest Nat'l Bank):	\$ 8,646.50
Professional Fees (non-legal):	\$ 7,202.16
Appraisal Fees:	\$ 2,051.02
Other Fees and Expenses:	\$
Total (10/19/09 – 12/31/09):	<u>\$134,692.49</u>

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])
(Per diem interest as of Petition Date = \$1,124.83)

10. Wachovia Bank, National Association

Interest:	\$102,641.13
Late Charges:	\$ 4,288.43
Fixed Facility Fee:	\$ 24,925.65
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 14,135.77
(Counsel for Wachovia Bank, N.A.):	\$ 10,472.52
Professional Fees (non-legal):	\$ 9,002.70
Appraisal Fees:	\$ 2,563.78
Other Fees and Expenses:	\$
Total (10/19/09 – 12/31/09):	<u>\$168,029.98</u>

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])
(Per diem interest as of Petition Date = \$1,406.04)

As of December 31, 2009, the aggregate additional amounts owed to the Banks under Loan Documents, were not less than the following:

Interest:	\$ 720,631.18
Late Charges:	\$ 30,108.56
Fixed Facility Fee:	\$ 175,000.00
Fixed Agent Fee:	\$ 175,000.00
Legal Fees and Expenses	
(Counsel for Administrative Agent):	\$ 99,245.58
(Counsel for Other Lenders):	\$ 48,688.69
Professional Fees (non-legal):	\$ 63,206.92
Appraisal Fees:	\$ 18,000.00
Other Fees and Expenses:	\$
<u>Letter of Credit Fees:</u>	<u>\$ 160.29</u>
Total (10/19/09 – 12/31/09):	<u>\$1,330,041.22</u>

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])

(Per diem interest as of Petition Date = \$9,871.66)

(Per diem LC Fee as of Petition Date = \$3.79)

In addition to the foregoing amounts, the Banks, individually and collectively, reserve the right to collect as part of their respective secured claims against Debtor Landowner in accordance with the terms of the Construction Loan Documents and applicable law, (i) all post-petition interest and late charges that accrue under the Construction Loan Documents after the Petition Date, and (ii) all pre-petition and post-petition attorneys' fees and expenses that any or all of the Banks has incurred and hereafter incurs as a result of the filing of this bankruptcy case, the defaults existing under the Construction Loan Documents and the enforcement of rights and remedies of any and all of the Banks under the Construction Loan Documents, including but not limited to continuing interest, reasonable fees, costs and charges pursuant to 11 U.S.C. § 506(b).

The Banks, individually and collectively, reserve the right to periodically supplement and/or amend this Proof of Claim from time to time and to assert an unsecured claim in this bankruptcy case to the extent that the value of the Collateral is insufficient to satisfy the Banks' claims against Debtor Landowner under the Construction Loan Documents. The Banks, individually and collectively, also reserve the right to amend and/or supplement this Proof of Claim in all other respects and to add additional claims of any nature whatsoever, including but not limited to claims entitled to administrative priority.

In accordance with the Claims Protocol Order, the Administrative Agent is an "authorized agent" within the meaning of Federal Rule of Bankruptcy Procedure 3001(b) who may file a proof of claim on behalf of the Banks with respect to the Construction Loan Documents. Notwithstanding the foregoing, any Bank may, but need not, file its own proof(s) of claim for amounts due, which may be duplicative of amounts set forth in the Administrative Agent's Claim if such Bank disagrees with the amount, basis, documentation or any other assertion set forth in the Administrative Agent's Claim or for any other reason.

The filing of this Proof of Claim is not an acknowledgment or admission that the Bankruptcy Court has jurisdiction over the Banks and/or the Banks' claims against any debtor or

non-debtor entity, and the Banks reserve all rights with respect thereto. The Banks do not waive any rights to a jury trial, arbitration or enforcement of a choice of law or venue selection clause by filing this Proof of Claim. The filing of this Proof of Claim is without prejudice to any and all claims, causes of action and remedies that the Banks may have against the debtors or any non-debtors entities, all of which are expressly preserved. This Proof of Claim shall not operate as an admission or waiver of claims, causes of action or remedies that the Banks may have against any of the debtors or non-debtor entities under applicable law. Any of the Banks may file additional, supplemental and/or amended Proofs of Claim, which claims shall be considered a part of this Proof of Claim.

In accordance with the Claims Protocol Order, the Exhibits described in this Rider to Proof of Claim, and the agreements, instruments, documents and other writings which constitute such Exhibits to this Rider to Proof of Claim are submitted to the Court in electronic format on the Construction Loan CD and the Ashburn Construction Loan CD, and are incorporated herein by reference.

LAW OFFICES
GEBHARDT & SMITH LLP
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BALTIMORE, MARYLAND 21202-3281
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RECEIVED

FEB 24 2010

BMC GROUP

WRITER'S DIRECT DIAL NUMBER:

410-385-5105

jbilo@gebsmith.com

February 24, 2010

WILMINGTON OFFICE:

SUITE 451

901 MARKET STREET

WILMINGTON, DELAWARE 19801

TELEPHONE: (302) 656-9002

FACSIMILE: (302) 429-5953

VIA HAND DELIVERY

BMC Group, Inc.

Attn.: Erickson Retirement Communities, LLC

Claims Processing

18750 Lake Drive East

Chanhassen, Minnesota 55317

Concord ~~matter~~
no CD

Re: Debtor: Ashburn Campus, LLC
Case No.: 09-37018
Creditor: PNC Bank, National Association, as Collateral and
Administrative Agent

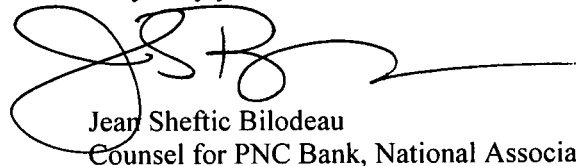
Dear Sir or Madame:

Enclosed for filing in the above-referenced bankruptcy case is a Proof of Claim by PNC Bank, National Association, as Collateral and Administrative Agent ("Creditor"). The Proof of Claim consists of: (1) the original, fully executed Proof of Claim cover sheet; (2) the Rider to the Proof of Claim cover sheet, and (3) the Exhibits to the Rider to Proof of Claim contained on the CD-ROM submitted with the corresponding claim for this Debtor, and on the CD-ROM submitted by the respective Administrative Agent for the Creditor in the Bankruptcy Case styled In Re Concord Campus, LP, Case No. 09-37020, submitted by PNC Bank, National Association, as Collateral and Administrative Agent for the Creditor, pursuant to the *Order Granting Joint Motion to Establish Protocol Under Federal Rules of Bankruptcy Procedure 3001 and 2019 for Filing Proofs of Claim*, entered on or about February 8, 2010.

Please file the Proof of Claim in the Debtor's bankruptcy case, date stamp the enclosed copy of the Proof of Claim cover sheet, and return it to the person delivering this package.

Thank you for your attention to this matter. Please do not hesitate to call me if you have any questions.

Very truly yours,



Jean Sheftic Bilodeau
Counsel for PNC Bank, National Association

Enclosures
JSB:lb